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14
15 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

16
17 JENNIFER BENTLEY, as trustee of the
2001 Bentley Family Trust, and others
similarly situated.

18
19 Plaintiffs,

20 v.
21 UNITED OF OMAHA LIFE
INSURANCE COMPANY; and DOES 1
22 TO 50, inclusive,
23
Defendants.

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No. 15-cv-07870-DMG (AJWx)
DECLARATION OF JOHN P.
BJORK IN SUPPORT OF
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT

Hearing Date: August 3, 2018
Time: 2:00 p.m.
Judge: Hon. Dolly M. Gee
Courtroom: 8c

DECLARATION OF JOHN P. BJORK

I, John P. Bjork, declare as follows:

1. I am an attorney at the law firm of Vanek Vickers & Masini.

2. Among other jurisdictions, I am licensed in Illinois and Massachusetts, and I am admitted *pro hac vice* on behalf Plaintiff Jennifer Bentley (*Plaintiff*) in this matter.

3. I make this declaration in connection with Plaintiff's Motion for Summary Judgment (*Motion*).

4. I have personal knowledge of the facts declared herein.

5. On or around October 14, 2016 and March 23, 2017 respectively, Plaintiff served her First and Second Sets of Interrogatories and Requests for Production (“Written Discovery”) on Defendant United of Omaha Life Insurance Company (“Defendant”).

6. In response to Plaintiff's Written Discovery, Defendant produced correspondence to its policyowners, including the correspondence bates labeled UNITED 679, UNITED 693, UNITED 729, UNITED 919 and UNITED 944-945. True and accurate copies of the foregoing correspondence is attached as "Exhibit B" and "Exhibit D" to Plaintiff's Statement of Uncontroverted Facts (*Plaintiff's SOUF*).

7. In response to Plaintiff's Written Discovery, Defendant produced certain Business Event Notes (*BE Notes*) concerning its policies, including the BE Notes bates labeled UNITED1096-UNITED1097. True and accurate copies of the foregoing BE Notes are attached as "Exhibit C" to Plaintiff's SOUF.

8. As part of the development of her claims in this case, on December 13, 2017, Plaintiff's counsel conducted Rule 30(b)(6) corporate depositions of Defendant witnesses Mr. Dennis Kallenbach, (Senior Systems Business Consultant). True and accurate copies of the transcribed testimony of Mr. Kallenbach which Plaintiff is

1 relying on in her Motion is attached hereto as "Exhibit A" to Plaintiff's SOUF.

2 9. To calculate the judgment total on the Class' claims in this case,
3 Plaintiff's counsel applied a 10% per annum interest rate to the face amount of each
4 Class policy from the date of the insured's death and then added up the total face
5 amounts plus interest of all Class policies. A true and accurate depiction of these
6 totals is reflected in "Exhibit E" to Plaintiff's SOUF.

7 10. I declare under the penalty of perjury that the foregoing statements are
8 true and correct to the best of my knowledge.

9
10 Executed on June 15, 2018

11 /s/ John P. Bjork

12 JOHN P. BJORK

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Plaintiff's Exhibit A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

3 JENNIFER BENTLEY, AS TRUSTEE) NO. 15-cv-07870-
4 OF THE 2001 BENTLEY) DMG (AJWx)
FAMILY TRUST,)
5 PLAINTIFF,) DEPOSITION OF
) DENNIS KALLENBACH
6 VS.)
7 UNITED OF OMAHA LIFE)
INSURANCE COMPANY; AND)
8 DOES 1-50, INCLUSIVE,)
9 DEFENDANTS.)

11 DEPOSITION OF DENNIS KALLENBACH, taken
12 before Chelsey A. Horak, Court Reporter, General
13 Notary Public within and for the State of Nebraska,
14 beginning at 7:52 a.m., on December 13, 2017, at
15 the Offices of Thomas & Thomas Court Reporters and
16 Certified Legal Video, L.L.C., 1321 Jones Street,
17 Omaha, Nebraska, pursuant to the within
18 stipulations.

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Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 third party.

2 MR. GOLUB: I -- this --

3 MR. BJORK: Let me ask --

4 BY MR. BJORK:

5 Q. Please answer.

6 A. No.

7 Q. Okay. So the answer to the question --
8 strike that. Let me ask it one more time so we have
9 a clean record.

10 Is it true that prior to October of 2016,
11 United did not give any of the policyholders of this
12 category of policies -- and the category I'm talking
13 about is life insurance policies United issued or
14 delivered in California prior to January 1, 2013,
15 that continued in force after January 1, 2013 -- the
16 opportunity to designate a third party to receive
17 notice of a lapse or termination of a policy for
18 nonpayment of a premium?

19 A. Yes. That is true. We did not.

20 Q. Okay. And United issues or delivers life
21 insurance policies outside of California, correct?

22 A. Yes.

23 Q. Okay. And United issued or delivered
24 these types of policies before and after
25 January 2013, correct?

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 Q. And the policy continued in force?

2 A. -- and the policy continued in force?

3 Yes. We have states where we were
4 required by their law to put it into effect
5 third-party designations that were before 2013.

6 Q. Okay. And if those states did not require
7 third-party designations, would United have provided
8 the opportunity to designate a third party under
9 Subpart A of this statute?

10 MR. GOLUB: Objection: Calls for a
11 legal conclusion. I think it's also vague and
12 ambiguous to the extent it refers to Subdivision A,
13 which says policies issued or delivered in this
14 state. I think your question is --

15 MR. BJORK: Okay. That's --

16 MR. GOLUB: -- vague and ambiguous.

17 MR. BJORK: Please, Larry, limit the
18 objections to form, foundation, vague, ambiguity,
19 and limit the speaking objections.

20 MR. GOLUB: I'm not speaking. I'm
21 just explaining why it's vague.

22 THE WITNESS: So, no, we did not.

23 BY MR. BJORK:

24 Q. Please direct your attention to Subpart B
25 of the statute on Exhibit 2.

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 Am I correct that that subpart reads, "The
2 insurer shall notify the policy owner annually of
3 the right to change the written designation or
4 designate one or more persons. The policy owner may
5 change the designation more often if he or she
6 chooses to do so"?

7 A. Yes.

8 Q. Okay. Is it true that United did not give
9 Mr. Bentley an annual notification to designate a
10 third party to receive notice of a termination of
11 his policy for nonpayment of a premium?

12 MR. GOLUB: Object: I think it goes
13 beyond the scope of his testimony.

14 BY MR. BJORK:

15 Q. If you know.

16 A. Repeat the question, please.

17 Q. Okay. I'll read it back.

18 Is it true that United did not give
19 Mr. Bentley an annual notification to designate a
20 third party to receive notice of termination of his
21 policy for nonpayment of a premium?

22 A. That is true.

23 Q. Okay. And let me back up. And,
24 I apologize, I meant to ask this earlier.

25 But looking, again, at Subpart A of

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 Exhibit 2, is it true that United never gave
2 Mr. Bentley the opportunity to designate a third
3 party to receive the notices described in Subpart A,
4 that is, notice of a termination of his policy for
5 nonpayment of a premium?

6 MR. GOLUB: When it was issued or
7 delivered?

8 MR. BJORK: Please --

9 MR. GOLUB: You can't --

10 MR. BJORK: Do you have an objection?

11 MR. GOLUB: Yes. The question is
12 ambiguous because --

13 MR. BJORK: I don't need -- if your
14 objection is it's ambiguous, I don't need the
15 explanation. That's sufficient.

16 MR. GOLUB: Lacks foundation --

17 MR. BJORK: Okay.

18 MR. GOLUB: -- as well.

19 BY MR. BJORK:

20 Q. You can answer.

21 A. The question was: Did we provide
22 Mr. Bentley with an opportunity? No, we did not.

23 Q. Okay. So directing your attention back to
24 Subpart B of Exhibit 2, again.

25 Again, I want to ask you about United's

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 policyholders of policies issued or delivered in
2 California prior to January 1, 2013, whose policies
3 continued in force after January 1, 2013.

4 A. Okay.

5 Q. Is it true that United did not prior to
6 October 2016 provide the annual notification
7 described in Subpart B of the statutes to policy
8 owners in this category of policies?

9 A. Yes.

10 Q. Okay. And, again, now I want to ask you
11 about policies United issued or delivered outside
12 the state of California where the policyholder
13 thereafter moved into California after January 1,
14 2013, and the policy continued in force.

15 Do you understand what policies I'm
16 talking about?

17 A. Yes.

18 Q. Okay. Is it true that United did not
19 provide the annual notification described in
20 Subpart B of the statutes to policy owners in this
21 category of policies?

22 A. Yes.

23 Q. And is it -- is that -- is your answer
24 true regardless of when the policies were first
25 initially issued or delivered?

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 A. No. It's based on the issue date of
2 the -- of the policy.

3 Q. Okay.

4 A. And for any policy that was issued prior
5 to 2013, we did not send any notices --

6 Q. Okay.

7 A. -- or did not make any system changes to
8 send any notices.

9 Q. Okay. So if United issued or delivered a
10 policy outside of California January 1 of 2013,
11 okay, the policy owner thereafter moved into
12 California after January 1, 2013, and the policy
13 continued in force, would the annual notification
14 described in Subpart B be provided by United?

15 A. No.

16 Q. Okay. And that's true even today of that
17 category of policies, correct?

18 A. That is correct.

19 Q. Okay. Is it true even if United has an
20 indication that the policy owner has moved into
21 California?

22 A. Do we have --

23 Q. Is it true that United would not provide
24 this annual notification even if United has a record
25 indicating the policyholder has moved into the state

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 of California?

2 A. That is true.

3 Q. Okay. I'm going to direct your attention
4 to Subpart C of the statute.

5 Am I correct that it reads, "No individual
6 life insurance policy shall lapse or be terminated
7 for nonpayment of premium unless the insurer, at
8 least 30 days prior to the effective date of the
9 lapse or termination, gives notice to the policy
10 owner and to the person or persons designated
11 pursuant to Subdivision A, at the address provided
12 by the policy owner for purposes of receiving notice
13 of lapse or termination.

14 "Notice shall be given by first-class
15 United States mail within 30 days after a premium is
16 due and unpaid."

17 Did I read that correctly?

18 A. Yes.

19 Q. Okay. Is it true that United never
20 notified a third party designated by Mr. Bentley of
21 a pending lapse of his policies -- strike that.

22 Is it true that United never notified a
23 third party designated by Mr. Bentley of a pending
24 lapse of his policy prior to lapsing the policy for
25 nonpayment of a premium?

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 MR. GOLUB: Objection to the extent
2 it calls for testimony beyond the scope of
3 Mr. Kallenbach's deposition.

4 THE WITNESS: Would you please repeat
5 it? I'm --

6 MR. BJORK: Would you mind reading it
7 back, please.

8 (The requested portion of the
9 transcript was read back by the
court reporter.)

10 MR. GOLUB: I also object to the
11 question as vague and ambiguous, to the extent it
12 says a third party designated by Mr. Bentley, to the
13 extent that assumes facts not in evidence. Lacks
14 foundation.

20 BY MR. BJORK:

21 Q. Okay. But am I correct that you testified
22 earlier that Mr. Bentley was not given the
23 opportunity to designate a third party pursuant to
24 Subpart A of the statute? Correct?

25 A. That's correct.

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 Q. Okay.

2 A. He was not because the issue date of the
3 policy was prior to 2013.

4 Q. Okay. And you'll sense a theme here, but
5 I'm going to talk about the categories of policies
6 we've already addressed with respect to this
7 Subpart C.

8 And, first, I'm going to talk about -- or
9 ask you about, rather, United's policy owners of
10 policies issued or delivered in California prior to
11 2013 whose policies continued in force after
12 January 1, 2013. Okay?

13 A. Yes.

14 Q. Is it true that prior to October 2016,
15 United did not provide the third-party notice
16 described in Subsection C of the exhibit we are
17 looking at to this category of policies prior to
18 lapsing them for nonpayment of premium?

19 MR. GOLUB: Objection: Vague and
20 ambiguous, based upon the language in the statute
21 and your question.

22 THE WITNESS: Mr. Bentley was given
23 notice -- a follow-up premium notice -- our process
24 is for premiums to -- we have -- at 30 days before
25 the premium due date, we send a notice. We send a

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 notice 12 days after the due date. And then we --
2 the third notification of the lapse happening, they
3 get notified.

4 BY MR. BJORK:

5 Q. Okay. My question was a little different.
6 I was asking about policies beyond the Bentley
7 policy and more focused --

8 A. Okay.

9 Q. -- on the third-party notice.

10 So let me read it again.

11 Specifically, again, I'm talking about
12 policy owners of policies issued or delivered in
13 California prior to January 1, 2013, and continued
14 in force after January 1, 2013.

15 A. Uh-huh.

16 Q. You understand what category of
17 policies --

18 A. Yes.

19 Q. -- I'm talking about, correct?

20 A. Yes.

21 Q. Is it true that prior to October 2016,
22 United did not provide a third-party notice
23 described in Subpart C of the exhibit we just looked
24 at to this category of policy -- policies prior to
25 lapsing any such policies for nonpayment of premium?

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 A. That's true.

2 Q. Okay. Is United's failure to provide the
3 third-party notices with regard to this category of
4 policies true even if United had received a premium
5 payment on any such policies after January 1, 2013?

6 MR. GOLUB: Objection: Vague and
7 ambiguous. I don't understand what you're asking.

8 THE WITNESS: Yeah. I was going to
9 ask that you repeat the question.

10 BY MR. BJORK:

11 Q. Okay. Sure.

12 So am I -- you testified previously that
13 with regard to policies issued or delivered by
14 United in California prior to January 1, 2013, which
15 continued in force after January 1, 2013, that
16 United did not provide the third-party notice
17 described in Subpart C of the statute prior to
18 October 2016 before lapsing any such policies,
19 correct?

20 A. Correct.

21 Q. Okay. My question is: For that category
22 of policies, was United's failure to provide the
23 third-party notice true even if United had received
24 a premium payment on any such policies after
25 January 1, 2013?

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 A. Yes.

2 Q. Okay. And is it true even if any such
3 policies had an annual recurrence of their effective
4 date after January 1, 2013?

5 A. Can you explain what you mean by the
6 occurrence [sic] of the effective date?

7 Q. Yeah.

8 So do you know what "effective date" in a
9 policy is?

10 A. Yes.

11 Q. What is it?

12 A. The effective date of the policy is the
13 date in which the policy was put in force.

14 Q. Okay. So what I'm talking about is the
15 annual anniversary of that effective date. For
16 instance, if a policy was issued on January 1, 2013,
17 the annual recurrence of the effective date would be
18 January 1, 2014, January 1, 2015, assuming it was in
19 force.

20 A. The anniversary date.

21 Q. Does that make sense?

22 A. Yes.

23 Q. Okay. So my question, then, is: With
24 regard, again, to policies that United issued or
25 delivered prior to January 1, 2013, that continued

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 in force after January 1, 2013, was United's failure
2 to provide the third-party notice described in
3 Subpart C of the exhibit true even if a policy had
4 an annual recurrence of its effective date after
5 January 1, 2013?

6 MR. GOLUB: And I just want to
7 clarify. Prior to October 2016?

8 MR. BJORK: True.

9 THE WITNESS: Prior to 2016, that is
10 true.

11 BY MR. BJORK:

12 Q. Okay. So I again want to talk about the
13 non-California policies. And just so we have a
14 clean record, the policies I'm going to ask about
15 now are policies United issued or delivered outside
16 California where the policyholder thereafter moved
17 into California after January 1, 2013, and the
18 policy continued in force.

19 Do you understand what category of
20 policies I'm talking about?

21 A. Yes.

22 Q. Okay. Is it true that United did not
23 provide the third-party notice described in
24 Subpart C of the statute that we're looking at to
25 this category of policies prior to lapsing any such

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 policies for nonpayment of a premium?

2 A. Yes.

3 Q. Okay. And that's true regardless of when
4 any such policies were issued or delivered, correct?

5 A. Correct.

6 Q. Okay. So if a policyholder -- or strike
7 that.

8 So if a policy was initially issued or
9 delivered outside of California after January 1,
10 2013, the policy holder thereafter moved into
11 California, and the policy continued in force,
12 United would not provide the third-party notice
13 prior to lapsing any such policy for nonpayment of
14 premium, correct?

15 A. That's correct.

16 Q. Okay. And, again, that's even true today,
17 right?

18 A. Yes.

19 Q. Okay. Is that true even if United has a
20 record indicating the policyholder has moved into
21 California?

22 A. Yes.

23 Q. Is it true even if United had received a
24 payment of a premium from a California address after
25 January 1, 2013?

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 A. Yes.

2 Q. And is it true even if any such policy had
3 an annual recurrence of its effective date after
4 January 1, 2013?

5 A. That is correct.

6 Q. Okay. That's all I have on that exhibit,
7 so you can set that aside.

8 MR. GOLUB: Do you need to take a
9 break or anything?

10 THE WITNESS: I'm okay right now.

11 MR. BJORK: Okay. So I'm going to
12 go -- just to make you aware, I'm going to go --
13 show you now what is going to be Exhibit 3, which is
14 the other statute. I have a series of questions
15 similar to ones you've already heard on this
16 statute. So if you wanted to take a break, that
17 might be a good -- a good spot for it after this.

18 THE WITNESS: I would like --

19 MR. GOLUB: Sure.

20 THE WITNESS: -- to take a break.

21 MR. GOLUB: Let's take a break.

22 MR. BJORK: Okay. Sure.

23 (8:56 a.m. - Recess.)

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Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 (At 9:06 a.m., with all parties present as
2 before, the following proceedings were had, to-wit:)

3 (Exhibit No. 3)

4 marked for identification.)

5 BY MR. BJORK:

6 Q. So we're back on the record,

7 Mr. Kallenbach. You recognize that you're still
8 under oath, correct?

9 A. Correct.

10 Q. Okay. Let's see, I haven't given you
11 this. I'm going to show you what I've marked as
12 Exhibit 3.

13 I will represent to you that this is the
14 other statute that plaintiff alleges defendant did
15 not comply with, specifically California Insurance
16 Code 10113.71.

17 Please direct your attention to Subpart B
18 of the exhibit and statute that I just handed you.

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 individual life insurance policy, at least 30 days
2 prior to the effective date of termination, if
3 termination is for nonpayment of premium."

4 Did I read that correctly?

5 A. Yes.

6 Q. Okay. Is it true that United never
7 provided the notice to a designee identified in this
8 Subpart B(1) of the statute you're looking at prior
9 to lapsing Mr. Bentley's policy?

10 A. Yes.

11 Q. Okay. And now, again, I'm going to ask
12 you about the categories of policies we've been
13 discussing with regard to the other statutes, the
14 first being policies United issued or delivered in
15 California prior to January 1, 2013, and continued
16 in force after January 1, 2013. Okay?

17 A. Okay.

18 Q. Are you -- do you understand what category
19 I'm talking about?

20 A. Repeat the category again.

21 Q. Sure. It's --

22 A. Sorry, I was reading.

23 Q. It's life insurance policies that United
24 issued or delivered in California, prior to
25 January 1, 2013, that continued in force after

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 January 1, 2013.

2 A. Okay.

3 Q. Do you understand what ones I'm talking
4 about?

5 A. Yes.

6 Q. Okay. Is it true that prior to
7 October 2016, United did not provide the notices to
8 designees identified in this Subsection B(1) with
9 regard to any life insurance policy issued or
10 delivered in California prior to January 1, 2013,
11 that continued in force after January 1, 2013?

12 A. Correct.

13 Q. Okay. I now want to ask you about
14 policies United issued or delivered outside of
15 California where the policies subsequently moved
16 into California after January 1, 2013, and where the
17 policy continued in force after the move.

18 Do you understand what policies I'm
19 talking about?

20 A. Yes.

21 Q. Okay. Is it true that United did not
22 provide the notice to designees described in
23 Subsection B(1) of the statute we're looking at to
24 any policyholder in this category of policies prior
25 to lapsing their policies for nonpayment of a

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 premium?

2 A. Yes. Yes.

3 Q. Okay. You can set that aside.

4 So I am going to now show you what we'll
5 mark as Exhibit 4.

6 (Exhibit No. 4

7 marked for identification.)

8 BY MR. BJORK:

9 Q. And this Exhibit 4 is Bates labeled
10 UNITED-000660 through UNITED-000663.

11 Please let me know when you're ready.

12 A. Okay. Ready.

13 Q. Okay. Have you seen these forms before?

14 A. Yes.

15 Q. All right. What are they?

16 A. They are our annual notification that's
17 sent to policyholders in the state of California
18 where we give them the opportunity to designate a
19 third party or a secondary addressee to a policy
20 where we can look at them as a third party.

21 Q. Okay. And am I correct that these notices
22 are opportunities to designate third parties for,
23 among other things, the purpose of receiving notice
24 of a pending lapse of a policy for a missed premium
25 payment?

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 A. Yes.

2 Q. Okay. Please take a look at the first
3 page, which is UNITED-000660.

4 Am I right that the first paragraph reads,
5 "This letter is your annual notice of the
6 opportunity to name a secondary addressee who, in
7 addition to yourself, may receive notification of
8 possible lapse in coverage.

9 "Notification of possible lapse in
10 coverage will be sent to the owner and the persons
11 they designate to be their secondary addressee"?

12 Did I read that correctly?

13 A. Yes.

14 Q. Okay. And then if you turn to
15 UNITED-000662, which is the last page of the
16 exhibit.

17 A. Yes.

18 Q. Okay. Am I correct that the title of this
19 page is "third-party notice"?

20 A. Yes.

21 Q. And am I correct that it reads, "You have
22 the right to designate a person, in addition to
23 yourself, to receive notice that your premium is
24 past due and has not been paid.

25 "This extra notice will be sent at least

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 21 days prior to the effective date of cancellation
2 of your policy or certificate. It will state the
3 amount of the premium, the date by when the premium
4 must be paid, and the date on which the coverage
5 terminates.

6 "You have the right to change this
7 third-party designation at any time; however, you
8 must submit the change in writing to the address
9 below"?

10 Did I read that correctly?

11 A. Yes.

12 Q. Okay. Are these notices representative of
13 the types of notices United sent to policy owners in
14 an effort to comply with the statutes?

15 A. Yes.

16 Q. Okay. Has United issued these types of
17 notices to policy owners of policies issued or
18 delivered in California prior to January 1, 2013?

19 MR. GOLUB: Oh, I'm sorry. Could you
20 repeat the question, again?

21 MR. BJORK: Would you mind reading it
22 back? Sorry.

23 (The requested portion of the
24 transcript was read back by the
court reporter.)

25 THE WITNESS: No.

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 BY MR. BJORK:

2 Q. Has United issued any notices in an effort
3 to comply with the statutes to policy owners of
4 policies that were issued or delivered in California
5 prior to January 1 of 2013?

6 Oh, let me strike that. Let me strike
7 that. I think there's a little confusion here.

8 Am I correct that in October of 2016,
9 United began issuing notices like the ones that
10 you're looking at to some policy owners of policies
11 that were in existence prior to January 1, 2013?

12 A. Yes.

13 Q. Okay. And, specifically, what types of
14 pre-2013 policies received such notices?

15 A. They have to have been issued in the state
16 of California and their effective date is prior to
17 2013 -- 1/1/2013.

18 Q. Okay. What policy -- strike that.

19 So in October 2016, United first began
20 issuing these types of notices to policies that were
21 in existence prior to 2013, correct?

22 A. Yes.

23 Q. Did United send the notices to policies
24 that were already lapsed at that time?

25 A. No.

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

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1 Q. Okay. So am I correct that United only
2 sent notices like the ones we're looking at in
3 Exhibit 4 to in force policies that had been issued
4 prior to 2013?

5 A. Yes.

6 Q. Okay. Now, with regard to that category
7 of policies, when specifically in October did United
8 start issuing these types of notices?

9 A. I believe it was October the 21st, is when
10 the first letters went out.

11 Q. Okay. And did they all go out on the same
12 day, same week, or...

13 A. Yes.

14 Q. Did they all go out on the same day?

15 A. Yes.

16 Q. Okay. On October 21, 2016?

17 A. Well, actually, it was October 20.

18 Q. Okay.

19 A. The date that's on the --

20 Q. Okay.

21 A. Yes.

22 Q. Okay. So directing your attention back to
23 Page 1 of this exhibit, the date at the top of the
24 document, which reads October 20, 2016, is the date
25 of mailing; is that correct?

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

102

1 Q. Okay. Approximately how many policies met
2 that criteria?

3 A. I think it was 250, roughly.

4 Q. Okay. And then from there, did you narrow
5 the list of policies further to instances in which
6 the insured on those roughly 250 policies had died?

7 A. Yes.

8 Q. Okay. How do you -- can you walk me
9 through the process of that last step, how you
10 determine whether the insured on these policies is
11 alive or dead?

12 A. The policies that were determined that --
13 we have an in-house database that is populated from
14 a death master process that we have, which uses an
15 external vendor.

16 We send these policies to them, they run
17 them through their process and return a result to
18 us, and those results are loaded onto a database
19 that we have in-house.

20 And the policies that met the criteria, we
21 ran them against that master file to see if there
22 was a date of death --

23 Q. I see.

24 A. -- and what the actual date of death was.

25 Q. Okay. So is it true that United does not

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

103

1 have direct access to -- I guess, it would be the
2 federal government's death master file?

3 A. I can't answer that. I know that we send
4 the policies on an -- every month, we send policies
5 to them to help us understand and determine whether
6 a death has occurred on a policy.

7 Q. Okay. So it's -- you aren't sure whether
8 United has direct access, but you -- typically, the
9 normal course is to access the federal government's
10 death master file through an outside vendor; is that
11 correct?

12 A. In the process that we use, yes, now.

13 Q. Okay.

14 A. I don't know for sure if the analysts that
15 are in that area actually use the government
16 database or not.

17 Q. Okay. In the creation of the list that's
18 reflected in Exhibit 6, did United provide the names
19 of its insureds to this vendor that accesses the
20 death master file for the specific purpose of
21 creating this list?

22 A. No.

23 Q. Okay. So it wasn't -- it wasn't specific
24 to this exercise? It's regularly done with regard
25 to all of United's insureds; is that correct?

Transcript of Dennis Kallenbach
Conducted on December 13, 2017

104

1 A. Against that master file, yes.

2 Q. Okay. And what master file are you
3 talking about? The external death master file or
4 the one that's internal to United?

5 A. The external.

6 Q. Okay. How often does United ask the
7 vendor to check the federal death master file for
8 the names of United's insureds that have died?

9 A. On a monthly basis, we send a rolling
10 18-month window of policies to them to have them
11 verify and provide a date of death for us.

12 Q. Okay.

13 MR. BJORK: Would you mind reading
14 back the answer to me, please.

15 (The requested portion of the
16 transcript was read back by the
court reporter.)

17 MR. BJORK: Okay.

18 BY MR. BJORK:

19 Q. When United provides that rolling 18-month
20 list of policies, do those policies include policies
21 where the insured has already -- strike that.

22 When United provides those lists of
23 policies to the external vendor, do those lists
24 include policies that have already lapsed?

25 A. Yes. If we -- if we do not have a date of

Plaintiff's Exhibit B



October 4, 2013

REDACTED

Coverage ID: 8448979

Dear **REDACTED**,

As a valued policyowner, it is important that we keep you advised of the status of your policy.

Premiums and interest for this policy are currently due July 28, 2013. A payment of \$66.52 is needed so that you do not lose this valuable protection. This will pay all costs to December 28, 2013.

As you know, this policy has a maximum loan at this time, so there are no remaining values. If the payment is not received, the policy will terminate with no further value.

Please keep in mind that once this policy terminates, it is no longer providing the valuable insurance coverage intended. You have had the policy for a considerable number of years and if you were to replace it at a later date, it could be more expensive for you since premiums are based on age.

We hope that you will allow United of Omaha Life Insurance Company to be a part of your insurance needs. If you should have any questions, please write or call us at (800)228-9999.

Sincerely,

Anthony Adams

Anthony Adams
Associate Policyowner Services Analyst
Policyowner Services

Enc. Return Envelope



March 22, 2015

REDACTED

Coverage ID: 7997098

Dear **REDACTED** :

Your premium was due on January 7, 2015 and we realize this coverage is important to you. For a limited time, we are willing to accept a premium without evidence of insurability. To take advantage of this offer, we will need a written request to reinstate your policy along with a payment of \$470.98 must be received at our Home Office on or before April 6, 2015 and during the lifetime of all persons insured under the coverage.

This payment of \$470.98 will be used to pay your coverage from January 7, 2015 to July 7, 2015. If you do not take advantage of this offer, evidence of insurability may be required to later reinstate this coverage. This does not waive the policy provisions, extend the Grace Period or establish a precedent.

If you have any questions, you may email us via our website at www.mutualofomaha.com or call our Customer Service Center at (800)228-9999.

Thank you for trusting United of Omaha Life Insurance Company to help meet your insurance needs.

Sincerely,

Cynthia R Herman

Cynthia R Herman
Sr. Policy Service Analyst
Individual Policy Services

Enc. Return Envelope



UNITED OMaha LIFE INSURANCE COMPANY
Mutual of Omaha Plaza
Omaha, NE 68175
402 342 7600
mutualofomaha.com

#2928

OCTOBER 01, 2013

REDACTED

Coverage ID: UA7820542
Application On: REDACTED

Keeping you informed about your policy's status is important to us. Due to the fact that your policy's current cash surrender value is no longer sufficient to cover the current monthly deductions, your policy is in danger of lapsing. However, your policy does have a no lapse guarantee which protects the policy from lapsing when the cash surrender value reaches zero. Unfortunately, the premiums that have been paid are no longer adequate to keep this no lapse guarantee in effect.

In order to continue your coverage, a payment of \$151.30 is needed by November 02, 2013. If payment is not received, your policy will terminate on this date, the end of the 61-day grace period, with no further value.

The payment requested is only enough to bring your surrender value above zero.

In order to understand how future premiums and charges will affect your policy's status and in order to avoid future lapse notices, we urge you to contact your agent for a new in force illustration.

As a valued customer, you are important to us. If you would like more information, please contact our local office at:

Representative: MARK V MINISTER
PO BOX 80289
INDIANAPOLIS IN 46280-0289

Phone Number: 317-574-0097

If you have any additional questions, please feel free to contact our Customer Service Center at 1-800-775-6000.

Sincerely,

Individual Policy Services

B2UL845

0133300000



UNITED *of* OMAHA LIFE INSURANCE COMPANY
3300 Mutual of Omaha Plaza
Omaha, NE 68175
mutualofomaha.com

November 16, 2015

REDACTED

Coverage ID: 5554559

Dear **REDACTED**:

Keeping you informed on the status of your policy is an important part of our business. Please allow us this opportunity to advise you of the following information.

The annual policy loan interest and premium is currently past due on your policy.

To keep your coverage in force, we will need the annual interest of \$415.75 along with your monthly bank service plan \$42.00 premium. If this payment is not received, your coverage will terminate effective December 10, 2015.

Please return this letter with your interest and premium payment by December 3, 2015.

If your premiums are being paid by Government Allotment or the Monthly Bank Service Plan, the payment has been stopped. The allotment will not be applied to the coverage or the premium will not be withdrawn from your bank.

If you have any questions regarding your policy, please feel free to contact us at (800)228-9999.

Sincerely,

Sheila Frederickson

Sheila Frederickson
Policy Service Analyst
Policyowner Services

Enc. Return Envelope

Plaintiff's Exhibit C

Work Management Policy Detail
Policy #: UR2681720

Control Number:	58903302	Business Event Code:	016	Business Event Desc:	INQ-POLICY STATUS
Received Date:	3/18/2015	Close Date:	3/18/2015	Business Event Note:	<u>Po's Son Called, Po Is Deceased. Verified 2 Info, Inquired Policy Status; Advised. Requestor Relationship: Relative Requestor Name:</u>
Note Date	3/18/2015	Note Name	SAMUEL MEYO	Business Event Note:	<u>Po's Son Called, Po Is Deceased. Verified 2 Info, Inquired Policy Status; Advised. Requestor Relationship: Relative Requestor Name:</u>

Control Number: 184371959

Business Event Code: 511

Business Event Desc: CLAIM PHONE INQUIRY

Received Date: 3/11/2015

Close Date: 3/11/2015

Business Event Note:

Note Date 3/11/2015 Note Name CHARLES DICKERSON Fh Called REDACTED To Check Status Of Policy. Policy Lapsed In 2013. I Informed Fh Policy Lapsed.

Control Number: 797169537

Business Event Code: 026

Business Event Desc: POLICY TERMINATION

Received Date: 10/15/2013

Close Date: 10/16/2013

Business Event Note:

Note Date 10/16/2013 Note Name SYSTEM GENERATED Policy Terminated On 10/15/2013. Reinstatement Requested \$204.00

Control Number: 724761635

Business Event Code: 49L

Business Event Desc: PMNT MOOB LCKBX

Received Date: 8/7/2013

Close Date: 8/8/2013

Business Event Note:

Note Date 8/8/2013 Note Name SYSTEM GENERATED \$53.00 Moo Bank Lckbx Payment Received, Processed And Deposited.

Control Number: 937069900

Business Event Code: 043

Business Event Desc: MODE CHANGE

Received Date: 8/7/2013

Close Date: 8/15/2013

Business Event Note:

Note Date 8/15/2013 Note Name SHEILA FREDERICKSONd 7/8/13 To 8/8/13.Chg Mde From Qtr To M

Control Number: 622667989

Business Event Code: OFFR

Business Event Desc: OFFER RIDER ADDON

Received Date: 6/6/2013

Close Date: 6/7/2013

Business Event Note:

Note Date 6/7/2013 Note Name SYSTEM GENERATED Offer For Ezad1 Rider/Upgrade Made On 06/06/2013

Control Number: 504450207

Business Event Code: PFE

Business Event Desc: CREDIT CARD PAYMENT ENTRY

Received Date: 4/9/2013

Close Date: 4/10/2013

<u>Control Number:</u> 504450207 <u>Received Date:</u> 4/9/2013 <u>Note Date:</u> 4/10/2013 <u>Note Name:</u> SYSTEM GENERATED	<u>Business Event Code:</u> PFE <u>Close Date:</u> 4/10/2013 <u>Business Event Note:</u> \$153.00 From Credit Card XXXX-XXXX-XXXX-3209 To Pay Quarterly Premium Due 04/07/2013	<u>Business Event Desc:</u> CREDIT CARD PAYMENT ENTRY
<u>Control Number:</u> 455466099 <u>Received Date:</u> 4/8/2013 <u>Note Date:</u> 4/8/2013 <u>Note Name:</u> KATHRYNE MURPHY	<u>Business Event Code:</u> CPW <u>Close Date:</u> 4/8/2013 <u>Business Event Note:</u> Request By Internal Associate: Kathrynne Murphy Client Number: 027389307 Policy Number: U12681720 Online Payment - One Time Cc Payment Processed Thru ,Customer Access WebPortal Cc Confirmation Number: Cfn-20408340 Ca Confirmation Number: Cfn-650185L-2395H7 Amount Paid: \$153.00 ,Credit Card Type: Visa Payment From - *****3209 To Pay Quarterly Premium Due 04/07/2013 Via 10.9.160.136 On Mon Apr 08 10:17:01 Cdt 2013	<u>Business Event Desc:</u> CREDIT CARD PAYMENT WEBSITE
<u>Control Number:</u> 718448657 <u>Received Date:</u> 1/8/2013 <u>Note Date:</u> 1/9/2013 <u>Note Name:</u> SYSTEM GENERATED	<u>Business Event Code:</u> PFE <u>Close Date:</u> 1/9/2013 <u>Business Event Note:</u> \$153.00 From Credit Card XXXX-XXXX-XXXX-3209 To Pay Quarterly Premium Due 01/07/2013	<u>Business Event Desc:</u> CREDIT CARD PAYMENT ENTRY
<u>Control Number:</u> 352571816 <u>Received Date:</u> 1/7/2013 <u>Note Date:</u> 1/7/2013 <u>Note Name:</u> KRISTA REID	<u>Business Event Code:</u> CPW <u>Close Date:</u> 1/7/2013 <u>Business Event Note:</u> Request By Internal Associate: Krista Reid Client Number: 027389307 Policy Number: U12681720 Online Payment - One Time Cc Payment Processed Thru ,Customer Access WebPortal Cc Confirmation Number: Cfn-17817063 Ca Confirmation Number: Cfn-64582X-X96R83 Amount Paid: \$153.00 Credit Card Type: Visa Payment From - *****3209 To Pay Quarterly Premium Due 01/07/2013 Via 10.9.160.234 On Mon Jan 07 13:43:27 Cst 2013	<u>Business Event Desc:</u> CREDIT CARD PAYMENT WEBSITE
<u>Control Number:</u> 178583317 <u>Received Date:</u> 12/10/2012 <u>Note Date:</u> 12/11/2012 <u>Note Name:</u> SYSTEM GENERATED	<u>Business Event Code:</u> INW <u>Close Date:</u> 12/11/2012 <u>Business Event Note:</u> \$51.00 A Cc Payment Of \$ 51.00 Was Processed To Pay The Initial Premium From Cc Acct XXXX-XXXX-XXXX-3209	<u>Business Event Desc:</u> INITIAL PAYMENT WEBSITE

Plaintiff's Exhibit D



UNITED OF OMAHA
LIFE INSURANCE COMPANY
Mutual of Omaha Plaza
Omaha, NE 68175-0001

September 2, 2016

BTA1-P160903000311000001 343928-35149

INSURANCE NOTICE ENCLOSED
REDACTED

KEEP FOR YOUR RECORDS	
Policy Service: 1-800-775-7894	
POLICY NUMBER: BU1067439	
INSURED:	REDACTED
PRIORITY UL90+	\$2,648.69
PAYMENT DUE DATE:	October 04, 2016
PAYMENT MODE:	Quarterly
PAYS FOR:	3 month(s)
TOTAL DUE: \$2,648.69	

HO Information: 37 VU11

You may make your payments, review your policy benefits and read about Mutual of Omaha's other products and services quickly and easily by registering for Customer Access at www.mutualofomaha.com. Just click on the Sign In link under "Access Your Account" on the left side of your screen.

Your flexible premium policy provides you with death benefits to protect your valuable income, plus control and flexibility in your financial planning. As your needs change, Universal Life can change with you. You can:

- Adjust your premiums without necessarily affecting your coverage, or
- Adjust your coverage to meet your changing needs (increases are subject to insurability).

Competitive interest rates are paid on your cash accumulations. Our flexible interest rates help your coverage adjust to the economy and protect against the future risk of inflation.

DETACH AND RETURN THIS LOWER PORTION WITH YOUR PAYMENT



UNITED OF OMAHA
LIFE INSURANCE COMPANY
P.O. Box 2476
Omaha, NE 68175-2476

REDACTED

Billing Statement	Universal Life	DUE: October 04, 2016
POLICY NUMBER: BU1067439		
PRIORITY UL90+	3 MONTH(S) DUE:	\$2,648.69
TOTAL DUE: \$2,648.69		

Has your address changed?
Please check this box and
complete the information on
the back of this form.

VU119/2/2016

BTA1-P160903000311000001
010200000100000001

PREMIUM SERVICES
MUTUAL OF OMAHA COMPANIES
PO BOX 2749
OMAHA NE 68103-2749

246000038 00 00002648699 00000 02 BU0106743980 00002648699 20161129

INITFD-000944

246000038 00 00002648699 00000 02 BU0106743980 00002648699 20161129

If your address, name or phone number has changed, please make the change in the box below and return with your payment.

REDACTED

POLICY NUMBER: BU1067439

FIRST NAME		MIDDLE NAME		LAST NAME	
STREET ADDRESS		CITY		STATE	ZIP CODE
PHONE: AREA CODE AND NUMBER					

INITFD-000945

Plaintiff's Exhibit E

Plaintiff Judgment Total Calculation as of 8/3/18

Policy Number	Face Amount	Death Date	Current Date	TERM (Days)	Interest Rate	Interest Earned	Face Amount + Interest
8448979	\$2,000.00	9/28/2013	8/3/2018	1770	10%	\$969.86	\$2,969.86
7997098	\$10,000.00	8/29/2015	8/3/2018	1070	10%	\$2,931.51	\$12,931.51
5342817	\$24,000.00	7/9/2014	8/3/2018	1486	10%	\$9,770.96	\$33,770.96
6422766	\$12,000.00	4/29/2015	8/3/2018	1192	10%	\$3,918.90	\$15,918.90
7010893	\$12,000.00	9/19/2015	8/3/2018	1049	10%	\$3,448.77	\$15,448.77
9149455	\$12,000.00	2/17/2016	8/3/2018	898	10%	\$2,952.33	\$14,952.33
5554559	\$10,000.00	3/14/2017	8/3/2018	507	10%	\$1,389.04	\$11,389.04
BU1105227	\$150,000.00	10/4/2013	8/3/2018	1764	10%	\$72,493.15	\$222,493.15
BU1133356	\$200,000.00	8/12/2015	8/3/2018	1087	10%	\$59,561.64	\$259,561.64
BU1101313	\$100,000.00	1/6/2014	8/3/2018	1670	10%	\$45,753.42	\$145,753.42
BU1083350	\$1,000,000.00	11/7/2014	8/3/2018	1365	10%	\$373,972.60	\$1,373,972.60
UA7820542	\$50,000.00	2/3/2015	8/3/2018	1277	10%	\$17,493.15	\$67,493.15
UR2663468	\$7,000.00	3/13/2013	8/3/2018	1969	10%	\$3,776.16	\$10,776.16
UR2648669	\$5,000.00	6/7/2013	8/3/2018	1883	10%	\$2,579.45	\$7,579.45
UR2627721	\$10,000.00	6/23/2013	8/3/2018	1867	10%	\$5,115.07	\$15,115.07
UR2648784	\$3,000.00	10/21/2013	8/3/2018	1747	10%	\$1,435.89	\$4,435.89
UR2674494	\$10,000.00	1/31/2014	8/3/2018	1645	10%	\$4,506.85	\$14,506.85
UR2671752	\$3,000.00	2/11/2014	8/3/2018	1634	10%	\$1,343.01	\$4,343.01
UR2493480	\$5,000.00	2/28/2014	8/3/2018	1617	10%	\$2,215.07	\$7,215.07
UR2828580	\$11,000.00	11/21/2014	8/3/2018	1351	10%	\$4,071.51	\$15,071.51
UR2577555	\$10,000.00	6/27/2014	8/3/2018	1498	10%	\$4,104.11	\$14,104.11
UR2584816	\$10,000.00	8/2/2014	8/3/2018	1462	10%	\$4,005.48	\$14,005.48
UR2681720	\$10,000.00	1/14/2015	8/3/2018	1297	10%	\$3,553.42	\$13,553.42
UR2447251	\$15,000.00	8/10/2014	8/3/2018	1454	10%	\$5,975.34	\$20,975.34
UR2654966	\$20,000.00	12/23/2014	8/3/2018	1319	10%	\$7,227.40	\$27,227.40
UR2647072	\$20,000.00	1/10/2015	8/3/2018	1301	10%	\$7,128.77	\$27,128.77
BU1289270	\$55,000.00	12/10/2015	8/3/2018	967	10%	\$14,571.23	\$69,571.23
BU1395175	\$175,000.00	12/30/2015	8/3/2018	947	10%	\$45,404.11	\$220,404.11
BU1399164	\$60,000.00	10/31/2015	8/3/2018	1007	10%	\$16,553.42	\$76,553.42
BU1152776	\$100,000.00	4/2/2017	8/3/2018	488	10%	\$13,369.86	\$113,369.86
BU1067439	\$150,000.00	7/4/2017	8/3/2018	395	10%	\$16,232.88	\$166,232.88
UR1652898	\$50,000.00	6/3/2016	8/3/2018	791	10%	\$10,835.62	\$60,835.62
7864066	\$3,000.00	10/9/2014	8/3/2018	1394	10%	\$1,145.75	\$4,145.75
7759088	\$5,000.00	9/15/2017	8/3/2018	322	10%	\$441.10	\$5,441.10
BU1067439	\$150,000.00	7/4/2017	8/3/2018	395	10%	\$16,232.88	\$166,232.88
BU1164839	\$50,000.00	4/22/2017	8/3/2018	468	10%	\$6,410.96	\$56,410.96
Total Face Amount						Aggregate (Int. + Face Amount)	
	\$2,519,000.00						\$3,311,890.68

Plaintiff Judgement Total Daily Increase Calculation from 8/4/18 to 11/1/2018

Date	Aggregate
8/4/2018	\$3,312,580.82
8/5/2018	\$3,313,270.96
8/6/2018	\$3,313,961.10
8/7/2018	\$3,314,651.23
8/8/2018	\$3,315,341.37
8/9/2018	\$3,316,031.51
8/10/2018	\$3,316,721.64
8/11/2018	\$3,317,411.78
8/12/2018	\$3,318,101.92
8/13/2018	\$3,318,792.05
8/14/2018	\$3,319,482.19
8/15/2018	\$3,320,172.33
8/16/2018	\$3,320,862.47
8/17/2018	\$3,321,552.60
8/18/2018	\$3,322,242.74
8/19/2018	\$3,322,932.88
8/20/2018	\$3,323,623.01
8/21/2018	\$3,324,303.29
8/22/2018	\$3,325,003.29
8/23/2018	\$3,325,693.42
8/24/2018	\$3,326,383.56
8/25/2018	\$3,327,073.70
8/26/2018	\$3,327,763.84
8/27/2018	\$3,328,453.97
8/28/2018	\$3,329,144.11
8/29/2018	\$3,329,834.25
8/30/2018	\$3,330,524.38
8/31/2018	\$3,331,214.52
9/1/2018	\$3,331,904.66
9/2/2018	\$3,332,594.79

Date	Aggregate
9/3/2018	\$3,333,284.93
9/4/2018	\$3,333,975.07
9/5/2018	\$3,334,665.21
9/6/2018	\$3,335,355.34
9/7/2018	\$3,336,045.48
9/8/2018	\$3,336,735.62
9/9/2018	\$3,337,425.75
9/10/2018	\$3,338,115.89
9/11/2018	\$3,338,806.03
9/12/2018	\$3,339,496.16
9/13/2018	\$3,340,186.30
9/14/2018	\$3,340,876.44
9/15/2018	\$3,341,566.58
9/16/2018	\$3,342,256.71
9/17/2018	\$3,342,946.85
9/18/2018	\$3,343,636.99
9/19/2018	\$3,344,327.12
9/20/2018	\$3,345,017.26
9/21/2018	\$3,345,707.40
9/22/2018	\$3,346,397.53
9/23/2018	\$3,347,087.67
9/24/2018	\$3,347,777.81
9/25/2018	\$3,348,467.95
9/26/2018	\$3,349,158.08
9/27/2018	\$3,349,848.22
9/28/2018	\$3,350,538.36
9/29/2018	\$3,351,228.49
9/30/2018	\$3,351,918.63
10/1/2018	\$3,352,608.77
10/2/2018	\$3,353,298.90

Date	Aggregate
10/3/2018	\$3,353,989.04
10/4/2018	\$3,354,679.18
10/5/2018	\$3,355,369.32
10/6/2018	\$3,356,059.45
10/7/2018	\$3,356,749.59
10/8/2018	\$3,357,439.73
10/9/2018	\$3,358,129.86
10/10/2018	\$3,358,820.00
10/11/2018	\$3,359,510.14
10/12/2018	\$3,360,200.27
10/13/2018	\$3,360,890.41
10/14/2018	\$3,361,580.55
10/15/2018	\$3,362,270.68
10/16/2018	\$3,362,960.82
10/17/2018	\$3,363,650.96
10/18/2018	\$3,364,341.10
10/19/2018	\$3,365,031.23
10/20/2018	\$3,365,721.37
10/21/2018	\$3,366,411.51
10/22/2018	\$3,367,101.64
10/23/2018	\$3,367,791.78
10/24/2018	\$3,368,481.92
10/25/2018	\$3,369,172.05
10/26/2018	\$3,369,862.19
10/27/2018	\$3,370,552.33
10/28/2018	\$3,371,242.47
10/29/2018	\$3,371,932.60
10/30/2018	\$3,372,622.74
10/31/2018	\$3,373,312.88
11/1/2018	\$3,374,003.01